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ABSTRACT

Presented in this document is the agreement between the Board of Trustees of Hudson Valley Community College and the Hudson Valley Community College Faculty Association for the period from August 29, 1972 through August 31, 1974. The articles of the agreement cover professional working conditions, academic freedom and responsibility, faculty duties, contracts, evaluation, rank and qualifications, leaves of absence, grievance procedures, and department chairmen. Schedule A includes faculty salaries and schedule B covers grievance procedures. (PG)

Hudson Valley Community College. New York, Independent 2 year

ED 086145

AGREEMENT

Dated: August 24, 1972

Effective: August 29, 1972 through August 31, 1974

by and between

the

Rensselaer County Legislature and the County of Rensselaer New York (hereinafter referred to as the "Legislature")

The Board of Trustees of Hudson Valley Community College (hereinafter referred to as the "Trustees"), (The "Legislature" and "Trustees" hereinafter referred to collectively as the "College")

and

The Hudson Valley Community College Faculty Association (hereinafter referred to as the "Association")

HE 005 055

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ARTICLE I

RECOGNITION

(1) The Public Employment Relations Board of the State of New York, having duly determined that the Association has been lawfully designated as exclusive representative for the purpose of collective negotiations in a unit including "all teaching faculty including assistant instructor, instructor, assistant professor, associate professor, professor, and assistant librarian", the College hereby recognizes the Association as the exclusive representative of the employees in the said unit for the purposes of negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances, and for all lawful purposes under the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

(2) During the period of recognition and any renewals thereof, it is understood and agreed that all of the terms and provisions of the order of the Public Employment Relations Board of October 25, 1968 in Case C-0265 shall remain in full force and effect and binding upon the parties.

ARTICLE II

DUES DEDUCTION

(1) The College agrees to deduct from the salaries of the employees in the faculty unit the dues of and pursuant to plans certified by the Association, as any member thereof shall individually and voluntarily authorize in writing on forms pre-

scribed by the Association, and to remit the same promptly to such Association. Such authorization may be revoked by instrument in writing, and the College will promptly notify the Association of the receipt of such revocation.

ARTICLE III

PROFESSIONAL WORKING CONDITIONS

A. ACADEMIC FREEDOM AND RESPONSIBILITY

(1) The faculty member is entitled to freedom in the classroom in discussing his subject and in reporting the truth as he sees it, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

The faculty member as a member of a learned profession, and an employee of an educational institution with the objective of serving the needs of its community, has definite professional obligations. Central to the concept of his academic freedom is the co-requisite of academic responsibility. By signing an agreement to serve as a faculty member at Hudson Valley Community College, the faculty member agrees to act in a manner that is consistent, at all times, with the objectives of the College. The objectives of the College are stated in the annual College catalog and in the Middle States Self-Evaluation Report.

As a part of academic freedom, the faculty member's personal life is not within the appropriate concern of the College, except in such instances where the same is detrimental to the College and/or to the performance of his duties. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline.

Participation or non-participation of a faculty member in any lawful organization or group activity shall not in any way adversely affect his employment.

As a person of learning and an educational employee, a faculty member has a special position in the community which imposes special obligations and should remember that the public may judge the teaching profession and the institution by public utterances. Hence, at all times the employee should be accurate; should exercise appropriate restraint; should show respect for the opinions of others; and should make every effort to indicate that he/she is not an instructional spokesman, when such is the case.

As part of his/her responsibilities the faculty member agrees to comply with and support the Campus Regulations for Students, Visitors, and College Personnel, as set forth in the College catalog.

As part of their co-responsibility, both the College and the faculty member recognize the informal atmosphere of the classroom. They recognize that such an atmosphere is closely related to freedom in the classroom, and because of this, the happenings of the classroom shall not be made public by the College or faculty members without the consent of the other.

Finally, in accordance with the academic freedom and responsibility, the faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but independent research for personal pecuniary return, performed in connection with assigned duties or requiring use of College

facilities, personnel, equipment, or supplies, shall be based upon an understanding with the President of the College or his designee.

B. PRIMARY DUTY OF THE FACULTY MEMBER

The primary duty of a faculty member at Hudson Valley Community College is teaching, as opposed to pure research or other forms of academic endeavor. Teaching implies a commitment to presenting subject matter for the enlightment of students. It also implies an interest in the welfare of the student, at least insofar as his/her classroom experiences are concerned. By signing his/her agreement with this institution, the faculty member indicates an intention to devote himself/herself earnestly to the teaching of students of various abilities at the community college level.

C. ALL FACULTY

(1) Notice of all vacancies in professional positions whether acting, temporary, or permanent shall be communicated in writing to the Secretary of the Association and shall be publicized by the College to provide notice thereof to the faculty. Notice of vacancies which occur during the summer months shall be communicated by mail to the faculty. (Faculty members shall be given consideration equal to others in filling such vacancies.)

(2) In the event that day classes are cancelled because of the inclement weather or other emergency, teaching faculty members, including Department Chairmen, will not be required to report to the campus. Evening class cancellation shall be separately determined.

(3) Any faculty member desiring to terminate his/her services at Hudson Valley Community College at any time shall file written notice thereof with the chief executive officer at least thirty (30) days prior to the date of such termination of services.

(4) Each faculty member shall timely submit records and materials which cannot otherwise be prepared as required, to the appropriate supervisor. This provision does not require multiple preparation or submission of records by any faculty member.

(5) Faculty members are expected to meet their classes in accordance with the master schedule as published by the College, and to fulfill all committee assignments and duties as assigned by the appropriate College administrator, consistent with this Agreement.

(a) A change in a class meeting must have the prior authorization of the appropriate Department Chairman.

(b) Any request for an alteration in the Master Schedule must be presented to the appropriate Department Chairman and such changes have the approval of said Department Chairmen, the Division Dean and the Office of the Vice President for Academic Affairs before such change may be implemented.

(c) Alterations made in the master schedule without authorization and absence without authorization shall be regarded as a violation of this Agreement. In such cases, the College will have the right to take disciplinary action.

(6) The work year of the faculty will begin on August 29, 1972 and August 28, 1973, and will conclude no later than graduation. Faculty will not be required to be on campus when classes are not in session, except:

(a) On August 29, 1972, at the discretion of the Division Dean or Department Chairman.

(b) On August 30, 1972, for the purpose of all-college meetings.

(c) On January 10, 1973, at the discretion of the Division Dean or Department Chairman.

(d) On January 11-12, 1973, for the purpose of all-college meetings.

(e) On August 28, 1973, at the discretion of the Division Dean or Department Chairman.

(f) On August 29, 1973, for the purpose of all-college meetings.

(g) On January 9, 1974, at the discretion of the Division Dean and Department Chairman.

(h) On January 10-11, 1974 for the purpose of all-college meetings.

All faculty members shall attend the Commencement ceremony unless excused by the appropriate academic dean.

(7) No faculty member or student shall be required to work under unsafe conditions or to engage in activities which endanger his/her health, safety, or well-being.

(8) Textbooks and other teaching materials shall be selected by the faculty member involved in teaching a specific course. In instances of courses of multiple sections, the majority of the instructors involved must agree on the text to be recommended for use. If less than a majority decision is reached, the choice shall be made by a majority vote of the tenured faculty teaching the course.

In either instance selection shall be subject to the approval of the Department Chairman and the Divisional Dean or their designees.

(9) The responsibilities of making desk copies available shall be that of the Department Chairman, and if available, will be provided to the faculty not less than two weeks before classes begin. Specific procedures for ordering and deadline date shall be provided in the Faculty Handbook.

(10) All conditions of employment and general working conditions shall be maintained at not less than those in effect at the time this Agreement is signed, except as such conditions shall be improved as required by the provisions of this Agreement.

D. COLLEGE

(1) The work day for the faculty shall be from 8:00 a.m. to 6:00 p.m., excepting "a" and "b" of this section. Whenever possible consistent with the educational objectives of the College and the other provisions of this Agreement faculty members will be scheduled in less than an eight (8) hour span. In all cases, classes shall be assigned over a period of not more than eight (8) hours.

(a) Faculty members employed effective September 1, 1971, and thereafter may be assigned classes between 8:00 a.m. and 11:00 p.m., consistent with the provisions above and of Section III, D(2), teaching loads.

(b) Faculty members for whom a full-time, day teaching assignment cannot be compiled, in which instances, on an individual basis, the College will notify the faculty member concerned that a full-time day teaching assignment cannot be compiled.

In each case, in accordance with the following provisions, the following steps may be taken to compile a full-time assignment:

(i) If the faculty member is qualified, and if openings exist, additional hours will be assigned in other departments and/or divisions.

(ii) Sufficient hours will be assigned in the Continuing Education Program (excepting Community Services course offerings) to constitute a full-time teaching assignment. (for the purposes of this sub-paragraph (ii) full time day teaching assignment shall be deemed to be thirty (30) contact hours per academic year).

(2) Excluding the supervision of out-clinic students and special recreation courses such as camping, etc., the maximum teaching load for faculty members covered by this Agreement will be:

(a) Courses without laboratory sections; thirty-two (32) contact hours per academic year; six (6) courses per academic year; maximum student contact hours (excluding mass lectures) one thousand (1000) pro-rated.

(b) Course assignments which include laboratory sections; thirty-three (33) contact hours per academic year; four (4) courses whenever possible with a maximum of five (5) courses per academic year. Whenever possible, laboratory sections will be limited to twenty (20) students.

(3) In the event that an assignment will exceed the above or when assignments are made to the Continuing Education Program as above provided, the same shall be discussed in advance with the faculty member involved and the Association's Waiver Committee.

(4) A free period of two (2) consecutive hours each week shall be included in the master schedule to provide time for meetings of various organizations. Time to be assigned for the same shall be discussed with the Association before the master schedule is finalized.

(5) Faculty shall maintain not less than five (5) office hours per week to advise students. Such office hours will be scheduled throughout the week so that the faculty member is readily available to students. The faculty member's office hour schedule must be approved by his/her Department Chairman and Dean. Each faculty member shall post a schedule of such approved hours on the door of his/her office and file a copy with his/her Department Chairman.

(6) No part-time personnel shall be employed in a course where there are sufficient course demands to justify the employment of a full-time faculty member, except in instances where appropriate full-time personnel are not available.

(7) Faculty members ordering supplies shall comply with the requirements, limitations, and procedures as stated in the Faculty Handbook as now exists and as hereafter amended.

(8) The College shall provide academic attire for functions, in accordance with protocol.

(9) A qualified nurse shall be on duty at all times when the College is open.

(10) Individual course assignments will be jointly developed between the Department Chairman and the faculty of the department. By taking into consideration the faculty member's credentials, professional background and experience, with the Department Chairman making the final decision, subject to the

approval of the Division Dean. The Department Chairman shall be responsible for ascertaining, prior to scheduling, each faculty member's preference for courses and schedule.

(11) Each faculty member shall be notified by the College of his/her course assignments at least two weeks prior to the first day of the semester.

E. LIBRARY

Assistant Librarians to whom the rank, qualifications, and evaluation provisions hereof shall apply (ARTICLE VI) and who shall be compensated accordingly shall be employed on a ten-month contract (44 days of annual leave) with a thirty five (35) hour work week, and provided that the annual leave shall be equitably allocated among the assistant librarians to assure adequate Library services throughout the calendar year.

In addition to the annual leave of forty four (44) days, they will be accorded the same holidays and time off equivalent to that granted to teaching faculty between the fall and spring semesters and spring recess.

ARTICLE IV

FACILITIES

(1) Within its capabilities, the College agrees to provide instructional, laboratory, office and storage facilities to meet the educational objectives of the institution, which are constructed in accordance with all applicable building codes and which are adequately heated, lighted, and maintained.

(2) In the matter of new construction related to College instructional facilities, the College will consult and seek the advice of interested faculty in the preparation of proposals and plans related thereto. Involvement may require the presence of such interested faculty at planning sessions scheduled by the Joint Building Committee of Trustees and Legislature.

(3) Within its capabilities, the College will provide faculty office space for each full-time faculty member and Department Chairman, sufficient to afford privacy necessary for study and advisement of students. The College will make reasonable efforts to permit faculty members to avail themselves of clerical assistance for preparation of appropriate course materials.

(4) There shall be a College Committee on Facilities which shall have within its purview the adequacy, safety, and esthetics of the facilities in which the College's instructional and co-curricular programs are conducted.

This committee shall be comprised of two (2) members of the College's administration, two (2) members of the faculty, plus two (2) open positions to be filled to meet specific needs in in the area of facility planning. These open positions will be filled equally by administration and faculty.

(5) In addition to the areas indicated above, this committee will concern itself with all working conditions on campus which are of a physical nature. The committee will endeavor to identify problem areas, and in conjunction with the Director of Physical Plant, formulate plans for alleviating them as well as a time table for the work to be done.

If there is undue delay in compliance with the recommendations of this committee, upon a majority action of the committee it shall be considered an area for grievance.

(6) This committee shall be actively involved in the initial planning of new facilities, and the renovation of existing facilities. Before bidding new construction, the College Committee on Facilities, will have the opportunity to review and comment on all plans and specifications.

(7) Before renovations which change the basic function of any college facility can be made, the College Committee on Facilities will have the opportunity to review and comment on all such renovations.

(8) The committee shall periodically inspect all campus facilities to assure that the same are free of hazard, and create a safe and healthy atmosphere in which to conduct all college programs. All unsafe conditions shall be reported to the appropriate college administrator along with a recommendation for appropriate action. Where extreme conditions prevail, which could adversely effect the health and/or safety of individuals concerned, the College Committee on Facilities or a representative thereof has the authority to recommend to the President of the College or his designee that the particular facility be declared unfit, and closed until the condition is rectified.

ARTICLE V

CONTINUING APPOINTMENT, CONTRACTS AND EVALUATION

(1) All faculty members employed prior to August 29, 1972 will serve an initial probationary period of not more than three (3) years prior to being granted tenure. All faculty members employed effective and subsequent to August 29, 1972 will serve an initial probationary period of not more than five (5) years prior to being granted tenure. The initial probationary period for transferees from another institution of higher education within the State University of New York, in which tenure has been achieved, shall be reduced by years of tenured service at such institution; however, such transferee shall be required to serve a minimum of two (2) years (three (3) years as of August 29, 1972) of probation at Hudson Valley Community College prior to being granted a continuing appointment.

(2) Faculty members on probationary status whose salary agreements are renewed from year to year, will be granted continuing appointments upon renewal of their salary agreement beyond their probationary period.

(3) The non-renewal of the salary agreement of a faculty member employed prior to August 29, 1972 during the last year of the probationary period shall be subject to the grievance machinery provided herein. The non-renewal of the salary agreement of a faculty member employed effective and subsequent to August 29, 1972 shall not be subject to the grievance machinery provided herein, however, such faculty member shall in the event of non-renewal effective at the end of his third or a later year upon request

be entitled to a written explanation of the decision of the College and shall upon written request be afforded a hearing before the Trustees.

(4) Dismissal (termination other than non-renewal) of a faculty member during the probationary period shall be thirty (30) days notice or pay in lieu of thereof. However, dismissal during the last year shall be subject to the grievance machinery provided for herein.

(5) Termination of a faculty member holding a continuing appointment by non-renewal of a salary agreement or by dismissal, shall be subject to the grievance machinery provided herein, and shall be initiated, without further requirement on the part of the faculty member, by non-renewal of the faculty member's salary agreement by the date hereinafter provided, or on the dismissal date, whichever shall apply. A terminated faculty member's salary shall continue for the then-existing contract year or until such time as the grievance machinery is abandoned by the faculty member, or is exhausted, in which latter event it shall be subject to the arbitrator's award unless, in either event, the faculty member, the Association (if the representative of the faculty member in the grievance proceeding), and the College shall otherwise agree in writing.

(6) In a processing of a grievance for non-renewal or dismissal, the burden of proof shall be upon the College. At least five (5) days before the hearing at Stage 2, the College shall present reasonably detailed and formally-written charges to the aggrieved party.

(7) All faculty members who are granted continuing appointments shall hold their respective positions during good behavior and competent and efficient service.

(8) In cases where economic necessity or changes in academic requirements necessitate a reduction in the number in the teaching faculty, the College will give those faculty members thus effected notice thereof as soon as possible but not later than April 1, and will give priority consideration to retaining those faculty members holding continuing appointment within their department, division, and on a College-wide basis.

Under such circumstances, criteria including among others, experience, ability,efficiency, reliability, general qualifications and years of service at the College are to be established by a joint committee consisting of three members of the administration appointed by the President of the College and three members of the faculty appointed by the executive committee of the Faculty Association.

(9) Continuing appointments shall remain in effect if and while such faculty member assumes an administrative position.

(10) Every faculty member shall be entitled to an annual salary agreement, setting forth his academic rank and salary.

(11) The salary of each faculty member shown on his/her salary agreement shall be paid on a bi-weekly basis in twenty-six (26) approximately equal payments. Upon one (1) week's written request by a faculty member:

(a) All salary payments for pay periods subsequent to graduation may be payable the first pay period immediately subsequent to graduation.

(b) The College will make appropriate arrangements to forward such faculty member's salary checks.

(12) Faculty members whose salary agreements are not to be renewed are to be notified on or prior to February 1.

(13) Salary agreements are to be returned and signed by each faculty member within twenty (20) school days after receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence to the terms and provisions thereof by the faculty member; failure to do so shall constitute a resignation.

(14) A temporary contract is made for a fixed term not to exceed one (1) year where a position is not expected to be permanent. Persons employed under temporary contracts shall not be entitled to sick leave, maternity leave, long-term disability coverage, nor shall their termination be subject to the grievance procedures hereinunder.

(15) Time served by a faculty member under a temporary contract may, in the discretion of the College, be considered time under a salary agreement in determining such faculty member's probationary or continuing appointment status.

(16) At such times as persons are being interviewed for positions on the faculty, opportunity for a joint meeting involving the Department Chairman and faculty of the appropriate department will be provided. The recommendations of the faculty will be submitted to the Department Chairman.

ARTICLE VI

RANK AND QUALIFICATIONS

(1) Except as provided in paragraph "5" hereof, rank promotion shall be in the sole discretion of the College. In no event shall denial of discretionary promotion be subject to the grievance procedure provided for herein.

(2) The following table of minimum qualifications will be applied in determining rank promotion of faculty members:

Rank	Academic Degree	Additional Semester Credit Hours	(SPA) Significant Professional Achievement	Related Industrial Experience	College Teaching Experience
Professor	Doctors[1]				+ 5 years
	Masters	+ 30 hours			+ 7 years
	Masters		+ SPA		+ 7 years
Associate Professor	Doctors[1]				+ 2 years
	Masters				+ 5 years
	Bachelors	+ 30 hours			+ 7 years
	Bachelors		+ SPA		+ 7 years
	Associate		+ SPA	+ 3 years	+10 years
	None		+ SPA	+ 6 years	+10 years
Assistant Professor	Doctors[1]				
	Masters				+ 2 years
	Bachelors				+ 3 years
	Associate				+ 5 years
	None				+ 6 years
Instructor	Doctors[1]				
	Masters				
	Bachelors				
	Associate			+ 4 years	
	Associate				+ 2 years
	None			+ 6 years	
	None				+ 3 years

1 Doctorate approved by the College

(3) Each year of related industrial experience or related teaching experience may, at the discretion of the College, be substituted for one-half (1/2) year of required college teaching experience. Military experience may be considered as related industrial experience only if the relation thereof to the faculty member's courses taught is supported by credible documentation.

(4) An appropriate combination of academic degrees, additional credit, professional credit, professional achievement, related industrial experience and teaching experience may be utilized in determining eligibility of a faculty member for promotion in rank.

(5) Faculty members employed on or before August 31, 1971, of the rank of Instructor, having attained tenure and having attained the minimum qualifications for Assistant Professor as set forth in the foregoing table, shall be promoted to the rank of Assistant Professor.

(6) Additional credit hours as used in the above table shall mean hours of academic credit acquired at an institution of higher education. However, credit courses which are the basis for any degree which has been counted toward promotion eligibility, shall not also be included as additional credit hours.

(7) All faculty employed as of September 1, 1969, are exempted from the application of above statement of minimum qualification with respect to their current rank and position. No such employee shall be reduced in rank by failure to meet the above minimum qualifications.

(8) Classroom observations are essential to an accurate evaluation of faculty performance and for the purpose of study and improvement of instruction, instructional methods and procedures. Observation procedures shall be determined by the respective department following consultation with the individual faculty members involved. Classroom observation shall be by the appropriate administrative staff. Within five (5) days of any observation, the faculty member shall be supplied with a brief report thereof and have the right to respond thereto. No faculty member shall be dismissed on the basis of only one (1) such observation.

(9) All annual evaluations of individual faculty members exclusive of recommendations shall be in writing and shall be discussed with the individual involved before being submitted to the administration. A copy of the evaluation will be given to the faculty member.

(10) A faculty member may inspect his personnel file on request. All matters relating to the performance of his professional duties, promotion,tenure, and retention shall be available for his examination except those related to prior employment and supplied to the College on a confidential basis. He shall be permitted to add to his file any item which he feels is pertinent.

(11) There shall be a college-wide form for formal evaluation of faculty jointly developed by the Administration of the College and the Faculty Association Executive Committee. By majority vote, the faculty of the department may elect to use this form or jointly, with the Administration of their own department, develop their own form.

(12) There shall be a Faculty Rank Promotion Committee which shall be consulted by the College relative to matters of rank promotion and which will, when requested to do so by a faculty member denied promotion, intercede in behalf of said faculty member concerning the entitlement of said faculty member to rank promotion. In any such event the College shall respond to the Faculty Promotion Committee in amplification of the decision of the College to withhold promotion of the subject faculty member.

ARTICLE VII

LEAVES OF ABSENCE

(1) Unpaid Leaves - a leave of absence of one (1) year, in the discretion of the College, in the instances of probationary members and in the instances of faculty members enjoying continuing appointment will be granted upon advanced application concurrent with one semester to commence at the beginning of any semester. The total number of such leaves available per college year for faculty members enjoying continuing appointment shall not exceed three (3). Additional leaves may be granted at the discretion of the College. Where the purposes of the leave are for advanced study, exchange teaching or other activity in each instance related to the faculty members field or professional duties or which otherwise enure to the benefit of the College, or for the purpose of holding professional or political office, upon return from such a leave a faculty member shall receive a salary equal to that which he would have received had he taught in the College during such period, exclusive of rank promotion.

A faculty member on unpaid leave shall retain, but shall not accumulate additional credit toward continuing appointment or sabbatical leave.

Applications for leave must be made in writing to the President of the College, with a copy to the appropriate Divisional Dean, within five (5) working days after the start of the semester immediately preceding the semester for which the leave is being requested.

(2) Personal Leave - A faculty member shall be entitled to five (5) days personal leave for urgent personal business which cannot be deferred, without loss of pay, during each academic year, and when taking such a leave will make provision for coverage of his/her classes. Request for such leave, except in emergency situations, must be made in advance, in writing. Requests shall be directed to the faculty member's immediate supervisor. When a faculty member must be absent due to an emergency situation, he/she shall report his/her absence, or his/her intended absence, to his/her immediate supervisor or his/her designee at the first reasonable opportunity. Each instance of such leave must be recorded on the next absence report.

(3) Sick Leave

(a) The College shall advance each faculty member upon initial appointment, eighteen (18) days of sick leave upon the effective date of such appointment, and shall thereafter credit such employee with twelve and one-half (12-1/2) days of sick leave on each anniversary date of such appointment.

(b) In no event shall a faculty member's sick leave accruals exceed one hundred sixty-five (165) days, computed at the rate of one and one quarter (1-1/4) days per month.

(c) After a faculty member has exhausted all sick and personal leave, his salary shall be suspended should his absence continue, unless coverage of his class is provided on a voluntary basis by a qualified member or members of the faculty, and approved by the appropriate Department Chairman.

(d) Sick leave validation may be requested in the form of a physician's certificate. Faculty members shall annually receive a statement as to their sick leave entitlement.

(4) Jury and Court Appearances - Any member of the faculty unit scheduled for jury duty or for whom it is otherwise necessary to appear in any court, or before any administrative agency of the Federal, State or local government, shall be excused from class attendance and other duties for such appearances and duty, without loss of pay.

(5) Sabbatical Leave - Sabbatical leaves of absence will be granted to full-time instructors in accordance with the following provisions:

(a) All instructors become eligible for sabbatical leave after the completion of six (6) years service at Hudson Valley Community College. Application for a sabbatical leave may be filed during the sixth year of employment, to be effective for the seventh year of employment.

(b) At the option of the instructor, the sabbatical leave request may be for one semester at full salary, two semesters at half salary or two semesters at full salary. The salary so paid shall not be reduced by any grant or fellowship received by the instructor.

(c) The total number of faculty sabbatical leaves granted per college year shall be subject to budget limitations; however, these shall not be more than three (3) at full salary.

(d) Sabbatical recipients and the terms of their remuneration shall be determined by a committee composed of four (4) representatives consisting of and elected by representatives of the tenured faculty, and two (2) administrative representatives, and approved by the Board of Trustees. Applications for leave must be made in writing to the President of the College with a copy to the appropriate Divisional Dean within five (5) working days after the start of the semester immediately preceding the semester for which the leave is being requested.

(e) As part of the application for sabbatical leave, the instructor shall clearly indicate the purpose of the leave and if the leave is for study, the name of the institution with the identity of the study and courses to be pursued, and their relationship to the applicant's professional position. Applications for leaves for travel or educational experience shall state this specific educational objective in direct relation to the applicant's field of endeavor. Applicants should be endorsed by the instructor's immediate supervisor with the recommendations and reasons therefor at the time such applications are submitted. Any member of the faculty on sabbatical leave remains an employee of the College and his/her salary will be subject to the normal deductions for social security, income taxes, health insurance, and other deductions. Upon return from sabbatical leave, the instructor will be restored to the position to which entitled (or a comparable position) at a salary equal to that he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical.

(f) Upon return from sabbatical leave a faculty member will submit to the College appropriate records and data relating to such leave.

(g) Following sabbatical leave, a faculty member is expected to return and complete two (2) years of service in the event of one year's sabbatical leave; one (1) year's service in the event of a one-half (1/2) year sabbatical leave. The College may require as a condition precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary received when on sabbatical leave, in the event of the failure of the faculty member to return and complete such service.

(6) Absence Due to Injury - Whenever an instructor is absent from his/her duties as a result of on-the-job injury covered by Workmen's Compensation, he/she will be paid at the level of his/her salary which would otherwise have been due, but for said injury (less the amount of any Workmen's Compensation award made for temporary disability due to said injury) for the period of six (6) months from date of injury, and no part of such absence will be charged to leave to which he/she may otherwise be entitled.

(7) Maternity Leave - A maternity leave, without pay, not chargeable against sick leave, will be granted for a period of not less than one (1), nor more than two(2) semesters, and may be granted for additional semesters. Return from such leave must accommodate the term of employment of a substitute instructor, when applicable. A returning faculty member shall receive salary at the level enjoyed at the time of initiation of such leave, plus all intervening increases, exclusive of rank promotion.

8. Association Leave - The President of the Association shall be entitled to five (5) days leave per year not chargeable against sick leave or personal leave for purposes of conducting special association business and attending meetings.

ARTICLE VIII

SALARIES

The salary of all faculty members covered by this Agreement shall be set forth in Schedule A hereto annexed and incorporated herein by this reference.

ARTICLE IX

INSURANCE

The College agrees to maintain in effect during the term of this Agreement, all existing insurance coverage wherein the faculty, or any member thereof, is an insured or has a direct beneficial interest, without increase in the faculty member's proportionate cost thereof; except that on September 1, 1973, the College will assume seventy per cent (70%) of the premium cost of dependent health insurance coverage.

ARTICLE X

GRIEVANCE PROCEDURE

The grievance procedure will be set forth in Schedule B hereto annexed and incorporated herein by this reference.

ARTICLE XI

MISCELLANEOUS PROVISIONS

(1) Line of Authority - Within thirty (30) working days after the date of this Agreement, and again as revised, the Board will make available upon request to each instructor, an organizational chart of the College administration, together with a detailed description of the duties, responsibilities, and authority of the various administrators as they relate to the instructors.

(2) Copies of Agreement - A copy of this Agreement shall be incorporated in the faculty manual by reference, and be provided all instructors now or hereafter employed.

(3) Copies of Board Policies and Rules - The Association will be provided with five (5) copies of the Hudson Valley Community College Board of Trustees By-Laws, as well as the following documents: Administrative Duties, Hudson Valley Community College; Regulations for Community Colleges under the State University of New York (6-14-66).

(4) Physical Examinations - Physical examinations which may be required to employment shall be paid for by the College.

(5) Course Auditing - Any instructor shall be privileged to take any course on a non-matriculating basis at Hudson Valley Community College, without tuition cost to himself/herself, on a space-available basis.

(6) Faculty Prepared Material - Except in such instances where job content required the development of material, all patents or copyrights on material developed by faculty members shall be, and remain the property of the faculty member involved.

Nothing may be sold to students of Hudson Valley Community College, except by arrangement between the College, acting by its President or his designee, and the instructor involved.

(7) Urban Center - Working conditions contained in this Agreement shall apply to all members of the faculty of the Urban Center, except as they relate to work load and superseding contracts or orders of the State of New York.

ARTICLE XII

FACULTY ASSOCIATION

(1) Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided the same does not interfere with instruction.

(2) There will be faculty bulletin boards in each College building for the exclusive use of the Association and under its exclusive control. There shall be at least one faculty bulletin board installed in each building, at a location agreed upon by the parties hereto.

(3) The Association may use the intraschool mail system for the dissemination of Association information to its membership.

(4) The Association shall be allotted at least fifteen minutes each faculty meeting, to conduct its business.

ARTICLE XIII

REPRISALS PROHIBITED

There will be no reprisals of any kind taken against a faculty member by reason of his/her membership in the Association, or participating in any of its activities.

ARTICLE XIV

MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the County Legislature, and the Board of Trustees hereby retain and reserve unto themselves all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State of New York, and/or the United States, including the right to adopt rules, regulations, and policies.

ARTICLE XV

SAVING CLAUSE

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVI

REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

TERM

There is presently pending a representation proceeding before the Public Employment Relations Board for the purpose of determining the appropriateness of inclusion or exclusion of Department Chairmen (as defined in Article XVIII hereof). The term of this agreement as the same relates to Department Chairmen is, affected thereby.

As to all faculty, excepting Department Chairmen, this agreement shall be effective as of August 28, 1972 and remain in effect until August 31, 1974 and from year to year (September 1 - August 31) thereafter unless either party shall notify the other, in writing, of a desire to terminate or amend the same on or before February 1, 1974 or February 1 of any subsequent year.

As to Department Chairmen, this agreement shall be effective in accordance with the provisions of Article XVIII, paragraph (6) in 1972 and remain in effect until August 31, 1973. In the event that the Public Employment Relations Board should determine, prior to August 31, 1973 that the Department Chairmen are to be included in a unit together with all other faculty members covered by this agreement, then, in such event this agreement as the same affects Department Chairmen shall terminate on the same date as applicable to all other faculty members covered hereby.

ARTICLE XVIII

DEPARTMENT CHAIRMEN

This article refers to Department Chairmen, Administrative Assistants to Academic Deans, and Curriculum Co-ordinators, and all references made to Department Chairmen are considered to include the above-noted titles.

(1) Department Chairmen will be annually appointed at the discretion of the College. Written notification of such appointment will be given by March 1. Chairmen not reappointed will return to full-time faculty status, without effect on academic rank or salary.

(2) Department Chairmen will have a minimum teaching load of six (6) contact hours, and a maximum of two (2) preparations unless modified by mutual consent of the appropriate academic dean and specific chairman concerned.

(3) A Department Chairman wishing to resign the administrative portion of his duties and revert to full-time teaching status, must submit written notification to this effect by no later than January 1, to be effective for the following academic year.

(4) Department Chairmen will be compensated in accordance with their academic rank and salary, and, in addition, will receive a stipend of eleven hundred dollars ($1,100.).

(5) Department Chairmen will perform those duties as set forth in a separate document entitled "Department Chairmen's Duties," heretofore jointly developed by the College, Association Executive Committee, and Department Chairmen except as may be hereinafter amended during the term here of.

(6) The work year for the Department Chairmen will begin five work days prior to the first day of classes for the fall semester and conclude on the Friday following graduation in the spring. Additionally, Department Chairmen will be on campus each day college classes are in session during the workyear as defined in Article III -C(6). Department Chairmen will enjoy the same Christmas and spring (Easter) vacations as accorded to full-time teaching faculty.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

College:

The Rensselaer County Legislature

by_____
Chairman

The Board of Trustees, Hudson Valley Community College

by_____
Chairman

Hudson Valley Community College

by_____
President

Approved as to form:

by_____
County Attorney, Rensselaer County

Association:

Hudson Valley Community College Faculty Association

by_____

_____

_____

_____

_____

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SCHEDULE A

1. Faculty salaries shall be increased, each year of the two (2)year term thereof, on the following basis:

RANK	INCREMENT		ADJUSTMENT
Assistant Instructor	$400	plus	2½% of average salary
Instructor	450	plus	2½% of average salary
Assistant Professor	500	plus	2½% of average salary
Associate Professor	550	plus	2½% of average salary
Professor	600	plus	2½% of average salary

(a) Average salary shall be determined on base salary only and shall include all full time members of the teaching staff inclusive of librarians and department chairmen.

(b) The parties have determined the 1971-72 average salary to be 12,415.

(c) The 1972-73 average salary shall be jointly determined by the College and the Association.

2. Upon promotion in rank, the salary of a faculty member shall be increased as follows:

FROM	TO	INCREASE
Assistant Instructor	Instructor	$300
Instructor	Assistant Professor	300
Assistant Professor	Associate Professor	250
Associate Professor	Professor	200

SCHEDULE B

GRIEVANCE PROCEDURE

(1) A Grievance is a claim by any party hereto, a faculty member or group of faculty in the negotiating unit, based upon the interpretation or application of this Agreement.

(2) All Grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, and the redress sought by the aggrieved party.

(3) Except for informal decisions at Stage 1, all decisions shall be rendered, in writing, at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reason therefor. Each decision shall be promptly transmitted to the aggrieved party, the parties hereto, and, if any, all Parties in Interest (any person or party named in the grievance, who is not the aggrieved party).

(4) If a grievance affects a group of faculty members, it may be submitted by the Association directly at Stage 2 described below.

(5) The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

(6) All parties agree to facilitate any investigation which may be required and to make available, upon the request of any party hereto and/or any aggrieved party, any and all material and relevant documents, communications and records concerning alleged grievances.

(7) Except at Stage 1 of the Grievance Procedure, any party hereto, an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him, to testify and to call on his own behalf, and to be furnished with a copy of the official minutes of the proceedings made at each and every stage of this grievance procedure.

(8) The filing of grievances, serving notices, taking appeals, making reports and recommendations will be accomplished on the forms jointly developed for this purpose. The College shall have these forms duplicated and distributed to the President of the Association.

(9) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(10) Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at Stage 1 (a) the Association shall be promptly informed of the details of any such adjustment. Any grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all respects, final, shall

not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

(11) Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice, provided, however, that any grievance finally determined without participation of the Association, while binding on the aggrieved party and in all respect, final, shall not create a precedent or ruling binding either of the parties to this Agreement in future proceedings.

(12) The Association shall be entitled to at least two (2) working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Association and, if so, advised to participate therein.

(13) In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the Association may, in its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.

(14) Any and all notices which this grievance procedure requires to be given to the Board of Trustees, College or representative thereof, may be delivered to the President of the Hudson Valley Community College, or, in his absence, to the person then in charge of his office.

(15) The time limits specified herein may not be extended except by mutual agreement.

(16) Grievances must be initiated at the first available stage within thirty (30) working days of the occurrence of the event giving rise thereto.

(17) If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the grievance shall be deemed to be dismissed. Questions relating to compliance with time limitations or appeals shall not be arbitrable.

(18) Failure at any stage of the grievance procedures to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit, shall permit the lodging of an appeal to the next stage of the procedure within five (5) working days after the expiration of the period which would have been allotted for appeal, had the decision been communicated by the final day.

(19) In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term, or as soon thereafter as is possible.

STAGES OF GRIEVANCE PROCEDURE

(20) Stage 1: Supervisor - Informal

(a) A faculty member having a grievance will discuss it with his/her appropriate supervisor, either personally and/or by a representative, with the objective of resolving the matter informally.

(b) If the grievance is not resolved informally within five (5) working days of submission, it shall, within seven (7) working days of submission, be reduced to writing and presented to the appropriate supervisor. Within two (2) working days after the written grievance is presented to him/her, the appropriate supervisor shall render a decision thereon, in writing.

Stage 2: President

(c) If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall, within five (5) working days of receipt of decision at Stage 1, file a written appeal of the decision at Stage 1 with the President. Copies of the written decision at Stage 1, shall be submitted with the appeal. Within two (2) working days after the receipt of the appeal, the President or his duly authorized representative, shall set a date for a hearing and notify the aggrieved party and/or his/her representative, and all other parties in interest of said date, and hearing will be commenced within ten (10)working days after receipt of the appeal by the President, who shall render a decision in writing within five (5) working days after the conclusion of the hearing.

Stage 3: Board of Trustees

(d) If an aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, such aggrieved party or his/her representative shall, within five (5) working days of receipt of decision at Stage 2, file a written notice of appeal of the decision at Stage 2 with the Trustees. Copies of all earlier written decisions shall be submitted with the appeal. Trustees shall set a date for a hearing and notify the aggrieved party and/or his/her representative and all other parties in interest, of said date. Hearing on said grievance shall be held within five (5) working days of the issuance of said notice by a duly-authorized committee, consisting of not less than three Trustees, which committee shall render a decision in writing within five (5) working days after the conclusion of the hearing.

Stage 4: Binding Arbitration

(e) If an aggrieved party is not satisfied with the decision at Stage 3, the aggrieved party may submit the grievance to arbitration by written notice to the President within five (5) working days of receipt of the decision at Stage 3.

(f) Within five (5) working days after such written notice of submission to arbitration, the President and the Association will agree upon a mutually-acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. In the event the State of New York shall establish an agency or agencies to which the parties hereto may resort for the purpose of obtaining an arbitrator, either party hereto may resort to such agency or agencies for such purposes as an alternative to the foregoing provisions relating to the American Arbitration Association. In the event either party herein does resort to such agency or agencies, the rules and procedures of the American Arbitration Association shall not necessarily apply.

(g) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reason-

ing and conclusions on the issues.

(h) The arbitrator shall not have the power or authority to alter, amend, or in any way change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

(i) The decision of the arbitrator shall be final and binding upon all parties.

(j) The costs for the services of the arbitrator, including expenses, if any will be born equally by the parties. In the event the Association does not represent the grievant in arbitration, costs and expenses, if any, will be borne equally by the grievant and the College.